

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 9186-0000001		PAGE 1 OF 104	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-16-R-0029	
6. SOLICITATION ISSUE DATE 12-02-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME KENNETH DOUGHERTY		b. TELEPHONE NO. (No Collect Calls) 540 658 7225		8. OFFER DUE DATE/LOCAL TIME 12-25-2015 2:00 PM ET	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.5 MILLION			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO OHIO WESTERN RESERVE NATIONAL CEMETERY 10175 RAWIGA RD. RITTMAN  OH 44270				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				www.tungsten-network.com/customer-campaigns/veterans-affairs/		43C1	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE CONTRACTOR SHALL VARIOUS GROUNDS MAINTENANCE SERVICES OHIO WESTERN RESERVE NATIONAL CEMETERY, RITTMAN OHIO  ALL VENDORS ARE HIGHLY ENCOURAGED AND EXPECTED TO PERFORM A SITE VISIT. CONTACT MR. BRIAN CHEESMAN AT 330-335-3069 OR BY MAIL BRIAN.CHEESMAN@VA.GOV  ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL TO KENNETH.DOUGHERTY@VA.GOV BY 12:00 PM ON 12/21/2015. QUESTIONS WILL NOT BE ADDRESSED OR ANSWERED OVER THE PHONE. SEE SCHEDULE ON PAGES: 11-15 DUNS# _____ TAX ID# _____ EMAIL: _____ PHONE: _____  SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT: HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) ONLY.  (Use Reverse and/or Attach Additional Sheets as Necessary)			0			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KENNETH DOUGHERTY CONTRACTING OFFICER		31c. DATE SIGNED	

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## SECTION A – CONTINUATION OF SF1449 BLOCKS

### A.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A)

**1. Contract Administration:** All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer  
Department of Veterans Affairs  
National Cemetery Administration (NCA)  
75 Barrett Heights Rd. Suite 309  
Stafford, VA 22556

[Kenneth.dougherty@va.gov](mailto:Kenneth.dougherty@va.gov)

**2. CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with:

- ☒ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

NOTE: awardee must use electronic invoicing system: also the Tungsten Network weblink and information can be seen below

**[www.tungsten-network.com/customer-campaigns/veterans-affairs/](http://www.tungsten-network.com/customer-campaigns/veterans-affairs/) additionally all vendor must be registered in SAM (SYSTEM FOR AWARD MANAGEMENT) when proposal submitted**  
**<https://www.sam.gov/portal/public/SAM/#1>**

**3. INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other ☒ Monthly

**4. GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be mailed to the following address:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:  
**[www.tungsten-network.com/customer-campaigns/veterans-affairs/](http://www.tungsten-network.com/customer-campaigns/veterans-affairs/)** See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012) on p. 55 for more information.

#### Contents of Invoice:

- Contractor Information (Name, Complete Address, Telephone Number, Taxpayer Identification Number)

- Date of Invoice
- Invoice Number
- Purchase Order Number (Only one purchase order may be included on each invoice submitted)
- Cemetery Name
- Unit Cost
- Total Invoice Amount
- What Was Provided

## 5. SOLICITATIONS:

**Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.**

The Government reserves the right to request performance and payment bonding as a condition for contract award.

- All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.
- Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov). Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.
- If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Kenneth M. Dougherty, at [kenneth.dougherty@va.gov](mailto:kenneth.dougherty@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.
- If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to

ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in Block 9, until the date and time specified in Block 10. CAUTION - LATE Submissions, Modifications, and Withdrawals. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

- e. The proposal package should contain the following:
  - i. SF1449 with completed blocks 14, 15, 16, 17, 18, 19, & 20(a, b & c) and DUNS number entered in block 10;
  - ii. Acknowledgement of any amendments;

The following items shall be addressed and submitted in **four (4)** separate files:  
**VOLUME I.A:** Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;  
**VOLUME I.B:** A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel’s names, etc.,.  
**VOLUME II:** Price Proposal for all items in the schedule;  
**VOLUME III:** SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

**Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable and removed from further consideration.**

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

**ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	<b>Redacted</b> Technical/Management Approach, Required Cert., Licenses, Resumes <b>no logos, names</b>	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

**6. NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with SAM at <http://www.sam.gov>, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **Contract will not be awarded until SAM registration has been completed.**

**804.1102 Vendor Information Pages (VIP) Database.**

Prior to January 1, 2012, all VOSBs and SDVOSBs must be listed in the VIP database, available at <http://www.VetBiz.gov>, and also must be registered in SAM.gov (see 48 CFR subpart 4.11) to receive contract awards under VA's Veteran-owned Small Business prime contracting and subcontracting opportunities program. After December 31, 2011, all VOSBs, including SDVOSBs, must be listed as verified in the VIP database, and also must be registered in the SAM to be eligible to participate in order to receive new contract awards under this program.

**VAAR 819.7003 Eligibility**

(a) Eligibility of SDVOSBs and VOSBs continues to be governed by the Small Business Administration regulations, 13 CFR subparts 125.8 through 125.13, as well as the FAR, except where expressly directed otherwise by the VAAR, and 38 CFR verification regulations for SDVOSBs and VOSBs.

(b) At the time of submission of offer, the offeror must represent to the contracting officer that it is a—

(1) SDVOSB concern or VOSB concern;

(2) Small business concern under the North American Industry Classification System (NAICS) code assigned to the acquisition; and

**(3) Verified for eligibility in the VIP database.**

**NOTE:** Vendors not registered in the VIP database by the closing date of the solicitation will be determined to be **technically unacceptable and ineligible for award** under this solicitation.

**7. MISSING PAGES:** It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

**8. ACQUISITION: Total (100%) Service Disabled Veteran Owned Small Business Set-Aside:** (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause. This is a solicitation for commercial items prepared in accordance with the format in FAR 12.3. The contract will be awarded by Government to furnish aeration and topdress application services. All quantities shown in the schedule are estimated. Therefore, there is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract.

In accordance with FAR 12.101, to furnish grounds maintenance services requested in this solicitation are commercial item services that are used by commercial sector/private industry cemeteries throughout the United States.

The government anticipates awarding this solicitation as a firm fixed-price contract. The services provided in the contract will involve non-personal services. The personnel rendering the services of the contract are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

**9. TYPE OF CONTRACT:** This is a firm fixed price contract in accordance with FAR 52.216-1 Type of Contract. Ground Maintenance services involve non-personal services. The personnel rendering the services are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. This is not a Lowest Price Technically Acceptable (LPTA) evaluation process (see evaluation criterion).

**10. CONTRACT AWARD:** The contract will become effective as soon as practical with no additional cost to the Government for any elapsed time from the original effective date. It is also, understood and agreed that the effective date of this contract will be contingent upon the availability of appropriated funds and in the event appropriations are not available.

**11. CONTRACT TERMS:** The term of this contract shall be for a period from Date of Award through September 30, 2016 plus (1), one-year option, if exercised. Contractor will submit an invoice at the end of each month. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by the VA Contracting Officer's Representative (COR).

**12. AUTHORITIES OF GOVERNMENT PERSONNEL:** Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as the COR(s).

**13. CONTRACTOR'S FOREMAN/SUPERVISOR:** Contractor must provide an English Speaking Foreman/Supervisor at all times while performing the duties of the contract. This is to ensure proper communication between the Contractor and COR.

**14. SITE VISIT:** Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after



contract award. **If you plan to conduct a site visit / inspection of the Ohio Western Reserve National Cemetery, YOU MUST CONTACT** Mr. Brian Cheesman, Foreman at (330) 335-3069 **to make arrangements.**

**15. POST AWARD CONFERENCE:** Prior to commencement of work, contract awardee is required to make an appointment for a conference with the COR to assure that all parties understand all contractual obligations and the role that each party serves.

**16. CONTRACT SURVEILLANCE:** For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor (Attachment B). The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future. If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".

**17. AGENTS/BRANCHES:** If the offeror maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

**18. FEDERAL HOLIDAYS:**

January	New Year's Day, Martin Luther King's Birthday
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day, Thanksgiving Day
December	Christmas Day

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

**LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:**

This solicitation includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the

contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining Access to Proprietary Information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 PRICE SCHEDULE**

BASE PERIOD (Date of Contract Award - September 30, 2016)					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Shrub/Tree Management	2	EA	\$	\$
0002	Leaf Removal	20	EA	\$	\$
0003	Broadleaf Herbicide Application	2	EA	\$	\$
0004	Pre-Emergence Herbicide Application	2	EA	\$	\$
0005	Granular Fertilizer Application	3	EA	\$	\$
0006	Mulching (tree rings/planting beds)	3	EA	\$	\$
0007	Weeding (planting beds/tree rings)	14	EA	\$	\$
0008	Over-seeding	45	ACRE	\$	\$
0009	Soil Sample	1	EA	\$	\$
0010	Insecticide Application	40	ACRE	\$	\$
		<b>TOTAL CONTRACT PRICE FOR BASE PERIOD:</b>			

Option Year 1 (October 1, 2016 - September 30, 2017)					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1001	Shrub/Tree Management	2	EA	\$	\$
1002	Leaf Removal	20	EA	\$	\$
1003	Broadleaf Herbicide Application	2	EA	\$	\$
1004	Pre-Emergence Herbicide Application	2	EA	\$	\$
1005	Granular Fertilizer Application	3	EA	\$	\$
1006	Mulching (tree rings/planting beds)	3	EA	\$	\$
1007	Weeding (planting beds/tree rings)	14	EA	\$	\$
1008	Over-seeding	45	ACRE	\$	\$
1009	Soil Sample	1	EA	\$	\$
1010	Insecticide Application	40	ACRE	\$	\$
		<b>TOTAL CONTRACT PRICE FOR OPTION YR 1:</b>			\$

Option Year 2 (October 1, 2017 - September 30, 2018)					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2001	Shrub/Tree Management	2	EA	\$	\$
2002	Leaf Removal	20	EA	\$	\$
2003	Broadleaf Herbicide Application	2	EA	\$	\$
2004	Pre-Emergence Herbicide Application	2	EA	\$	\$
2005	Granular Fertilizer Application	3	EA	\$	\$
2006	Mulching (tree rings/planting beds)	3	EA	\$	\$
2007	Weeding (planting beds/tree rings)	14	EA	\$	\$
2008	Over-seeding	45	ACRE	\$	\$
2009	Soil Sample	1	EA	\$	\$
2010	Insecticide Application	40	ACRE	\$	\$
		<b>TOTAL CONTRACT PRICE FOR OPTION YR 2:</b>			\$

Option Year 3 (October 1, 2018 - September 30, 2019)					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3001	Shrub/Tree Management	2	EA	\$	\$
3002	Leaf Removal	20	EA	\$	\$
3003	Broadleaf Herbicide Application	2	EA	\$	\$
3004	Pre-Emergence Herbicide Application	2	EA	\$	\$
3005	Granular Fertilizer Application	3	EA	\$	\$
3006	Mulching (tree rings/planting beds)	3	EA	\$	\$
3007	Weeding (planting beds/tree rings)	14	EA	\$	\$
3008	Over-seeding	45	ACRE	\$	\$
3009	Soil Sample	1	EA	\$	\$
3010	Insecticide Application	40	ACRE	\$	\$
<b>TOTAL CONTRACT PRICE FOR OPTION YR 3:</b>					\$

Option Year 4 (October 1, 2019 - September 30, 2020)					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4001	Shrub/Tree Management	2	EA	\$	\$
4002	Leaf Removal	20	EA	\$	\$
4003	Broadleaf Herbicide Application	2	EA	\$	\$
4004	Pre-Emergence Herbicide Application	2	EA	\$	\$
4005	Granular Fertilizer Application	3	EA	\$	\$
4006	Mulching (tree rings/planting beds)	1	EA	\$	\$
4007	Weeding (planting beds/tree rings)	7	EA	\$	\$
4008	Over-seeding	45	ACRE	\$	\$
4009	Soil Sample	1	EA	\$	\$
4010	Insecticide Application	40	ACRE	\$	\$
<b>TOTAL CONTRACT PRICE FOR OPTION YR 4:</b>					\$

**BASE PERIOD AMOUNT \$ \_\_\_\_\_**

**OPTION YR 1 AMOUNT \$ \_\_\_\_\_**

**OPTION YR 2 AMOUNT \$ \_\_\_\_\_**

**OPTION YR 3 AMOUNT \$ \_\_\_\_\_**

**OPTION YR 4 AMOUNT \$ \_\_\_\_\_**

<b>TOTAL Contract Price</b> \$ _____  <b>(Base and All Options)</b>
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***Note: Offerors shall include a price for all Contract Line Item Numbers (CLINs). Failure to submit a price for all items will be cause for rejection of offer.***

**B.2 STATEMENT OF WORK****DESCRIPTION/SPECIFICATION/STATEMENT OF WORK**

**Ohio Western Reserve National Cemetery**  
**10175 Rawiga Rd., Rittman Ohio 44270-00008**

**1.0 Description / Specifications / Work Statement:****1.1 BACKGROUND:**

(a) The Department of Veterans Affairs, National Cemetery Administration, honors Veterans with a final resting place and lasting memorials that commemorate their service to our nation. There are approximately 131 National Cemeteries in 39 states that receive visitors, hold ceremonies and conduct committal services on an ongoing basis. Because of the special significance and attention our National Cemeteries receive from the public, strict adherence to the following specifications is essential.

(b) National cemeteries are a resting place for our nation's heroes and as such, the standards for management, maintenance and appearance of these cemeteries have been established by the National Cemetery Administration to reflect this nation's concern and respect for those interred there.

(c) Ohio Western Reserve National Cemetery is a National Shrine. The standards of maintenance and appearance at this Cemetery must reflect this nation's concern for those interred there. The Cemetery is classified as an "open Cemetery", meaning grave space is available for the first interment of casketed and/or cremated remains. The Cemetery is an active Cemetery. In addition, the Cemetery will conduct several memorial services; have approximately 30,000 annual visitors and 5000 participants and visitors for ceremonial activities.

(d) The overall responsibility of the Contractor is to plan, coordinate, organize, interact, manage, control and perform the activities described herein, which are required to conduct select Cemetery operations and maintain an acceptable appearance of the Cemetery grounds based on predicated economic, ecological and social consequences. All work will be coordinated with COR prior to performance.

**1.2 PLACE OF PERFORMANCE:**

(a) Location, size and services required for the Cemetery are as follows:

<u><b>CEMETERY</b></u>	<u><b>ADDRESS</b></u>	<u><b>ACREAGE</b></u>	<u><b>REQUIRED SERVICES</b></u>
<b>OHIO WESTERN RESERVE NATIONAL CEMETERY</b>	10175 Rawiga Road Rittman, OH 44270	65; 40 in turf	Grounds Maintenance / Lawn Care



### 1.3 GENERAL REQUIREMENTS:

#### **1.3.1 Requirements.**

1.3.1.1 Work consists of shrub/tree management, leaf removal, broadleaf herbicide application, pre-emergence herbicide application, fertilization, mulching, weeding, over-seeding, soil testing, and insecticide applications. No pesticide storage on Cemetery grounds will be permitted.

1.3.1.2 All work described herein are estimated quantities and may be adjusted depending on need and/or at the discretion of the COR.

#### **1.3.2 Grounds Maintenance: General**

1.3.2.1 The Contractor shall be responsible for maintaining the turf area of the Cemetery in a healthy and vigorous condition.

##### 1.3.2.2 EQUIPMENT AND SUPPLIES:

- A. The Contractor shall supply all necessary applicators, hoses and other equipment.
- B. Water shall be provided to the Contractor by the Cemetery, for work at the Cemetery, at no charge to the Contractor,.
- C. The Contractor shall furnish all required supplies necessary in the performance of the contract. The kinds/types of products to be used are set forth later in this specification. Some items contained in this contract may require special ordering by the Contractor. The Contractor should plan accordingly to allow for delivery lead times or specified/required items.
- D. Contractor shall not use full-size vehicles on turf areas. Vehicles will be restricted to trickster-type vehicles, e.g., Gator®, Toro® etc. Vehicles taken into turf area must meet the approval of the COR. Contractor equipment or vehicles are prohibited from parking in front of any burial section at any time.
- E. When turf conditions are wet or muddy, Contractor shall check with COR before taking vehicles onto turf areas.

#### **1.3.3 Shrub/Tree Management/Perimeter Vegetation.**

1.3.3.1 Work consists of pruning trees and shrubs, including limbing-up trees with low branches that interfere with visibility or operations, removal of dead or interfering shrubs and small trees (less than six inches trunk diameter), hedge trimming, and perimeter vegetation management. Application and maintenance/repair schedules shall be coordinated with COR.

A. The Contractor shall limb, hedge, and/or prune:

1. Remove dead or dying branches injured by disease, insect infestation,

animals, storms or mechanical damage. Remove any branches that have weak crotches, are crossing or rubbing one another, or are growing back towards the center of the tree. Tree pruning cuts are to be made cleanly, as close to the branch collars as possible without damaging the collars.

2. Remove tree limbs that interfere with sunlight and mowing/trimming equipment. Gradually remove lower branches on younger deciduous trees to raise their crown. Evergreen trees, however, generally look best with their lowest branches allowed to drape to ground level. If it is necessary to remove lower evergreen branches for safety or other practical reasons, remove no more than the lowest 25% of branches.
3. Estimated three (3) times each year, based on industry standards for each species of vegetation and at the discretion of the COR. Work shall be completed in April, July, and October or as directed by the COR. All work will be scheduled with COR prior to commencing.

B. The Contractor shall maintain perimeter vegetation management:

1. Estimated three (3) times each contract year, based upon vegetation growth and at the discretion of the COR. Work shall be completed in April, July, and October or as directed by the COR.
2. Border between the turf and the naturalized areas around the Cemetery must be distinct. Weeds, brush, and trees shall be cut back to prevent their encroachment into the turf, and to maintain clear, discrete boundaries between turf and naturalized areas.
3. “Cemetery Vehicles Only” roads that are used for Cemetery operations shall be kept clear of encroachment of weeds and brush to allow clear passage for Cemetery vehicles and equipment.
4. All work shall be scheduled with COR prior to commencing.

#### **1.3.4 Leaf Removal.**

1.3.4.1 Contractor shall be responsible for removal of all leaves:

- A. During the fall or as directed by the COR.
- B. End of winter/beginning of spring of each calendar year

1.3.4.2 Specifically, when leaves begin to drop, several cycles may be required for the entire Cemetery until weather conditions prevent leaf pick up e.g., snow fall and freezing.

1.3.4.3 Leaf removal shall be coordinated and scheduled with COR and will be determined at the COR’s discretion.

1.3.4.4 Leaves will be removed from Cemetery grounds or placed in designated area identified by COR.

### **1.3.5 Broadleaf Herbicide Application**

1.3.5.1 Turf shall be sprayed with broadleaf herbicides twice annually - in the first half of May (or perhaps late April if COR approves), and in October, by a licensed commercial applicator. Product label directions are the law and must be followed. Rate of each product shall be the full rate recommended on the product label to control broadleaf weeds present in the cemetery, including common weeds such as dandelion, white cover, plantain, and knotweeds. The COR may require evidence at the time of application that the full rate is being mixed/applied, such as seeing the amount of product used for treatment.

1.3.5.2 Weather and field conditions must be favorable for herbicide efficacy, as well as for minimal risk of damage such as herbicide injury to off-target plants, or of equipment making ruts in the turf. Specific work dates and locations are to be coordinated with the COR in advance of work to accommodate burials or other activities. All cemetery turf areas are to be treated, unless the COR specifies certain sections or parts of sections that are not to be treated.

1.3.5.3 The herbicide product(s) applied shall be in a spray mixture of three or more active ingredients from the following list:

2, 4-D  
Carfentrazone  
Clopyralid  
Dicamba  
Diclorprop  
Fluroxypyr  
MCPA  
Mecoprop (MCPP)  
Pyraflufen  
Quinclorac  
Sulfentrazone  
Triclopyr

(Some examples of individual products meeting these criteria include “Battleship III,” “Cool Power,” “Millennium Ultra,” “Momentum FX2,” “Onetime,” “PowerZone,” “Speed Zone,” “Trimec,” “Triamine II,” “Tri-Power,” “Triplet.”)

Upon request through the COR other effective active ingredients may be approved by the District Agronomist.

1.3.5.4 Preparation of the spray mixture may be done on site, using water from the Cemetery. Contractor shall provide SDS documents prior to or at time of application. Any re-treatment needed as a result of the Contractor’s failure to follow manufacturer’s instructions shall be done at the Contractor’s expense.

### **1.3.6 Pre-Emergence Herbicide Application**

1.3.6.1 The entire turf area of the Cemetery shall be uniformly treated with pre-emergence herbicide twice a year. One application shall be in late April/early May prior to crabgrass germination and when soil temperature reaches 55 degrees Fahrenheit (13 degrees Celsius), or as directed by the COR. Second application shall be applied about mid-June, or as directed by the COR.

- A. Work shall be coordinated and scheduled with COR and will be determined at the COR's discretion.
- B. The active ingredient and rate of the herbicide at each application shall be either:
  - dithiopyr at 0.25 pound active ingredient per acre (e.g., "Dimension"), or
  - prodiamine at 0.5 lb active ingredient per acre (e.g., "Barricade"). If prodiamine is used, only a granular formulation may be applied to prevent headstone staining.
- C. If fertilizer is used as a carrier for the herbicide for the early application, it shall contain no iron and the nitrogen rate should not be above 0.5 pounds per 1,000 square feet.
- D. If a granular product is used, any deposited on impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application.

### **1.3.7 Fertilizer Application**

1.3.7.1 Entire Cemetery shall be fertilized three (3) times a year in accordance with the turf maintenance schedule below: (1.) Late May, (2.) late August/early September (3.) late October/early November ~ to coincide with final mowing or as directed by the COR.

- A. Each application of fertilizer shall be at a rate of 1.0 lb of nitrogen per 1,000 square feet of turf (44 lbs. per acre or 49 kg per ha). A balanced turf fertilizer shall be used, with an N-P-K ratio of approximately 4-1-2 (for example: 24-6-12 or 29-8-13). The nitrogen component of the fertilizer shall be 50% or more controlled release, such as sulfur-coated urea.
- B. Work shall be coordinated and scheduled with COR and will be determined at the COR's discretion.
- C. Any fertilizer deposited on impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application.

**Note: If the Contractor would like to propose combining a fertilizer application with the pre-emergence herbicide or the grub control insecticide the proposal should be made to the COR 60 or more days before the application is needed, and the COR in consultation with the District Agronomist will consider the proposal. Any such proposal accepted would have to provide at least equal weed/grub control and nitrogen availability to the turf as in this statement of work. An early-season (April), full-rate fertilization would require 75% or more of the nitrogen to be in an extended slow- or controlled-release form.**

### **1.3.8 Mulching (Trees and Planting Beds)**

1.3.8.1 Mulching shall be required three (3) times a year at the COR's discretion and direction around all trees within the developed areas of the Cemetery applied at a depth of 2-4 inches (5-10 cm) with depth diminishing up to the tree so as to not be piled against the base (trunks) of trees (i.e., mulch should cover the soil up to the trunk, but not be piled against it, no mulch "volcanoes"). All mulch beds and tree rings will be edged on the perimeter with at min. 3-4 edged depth on each cycle when mulch is applied.

1.3.8.2 Mulching shall also be required at other various locations within the Cemetery; e.g., front of administration building, portions along the memorial walkway, entrance to section G3, Cemetery main entrance, Public Information Center (PIC), Carillon Bell Tower, committal shelters, columbarium and where mulch has been used prior, etc. The COR will determine exact locations of areas needing mulching.

A. Mulching shall be applied mid-April or as directed by the COR and turned in late June and again late August to aid in aesthetic appearance and decomposition.

B. Work shall be coordinated and scheduled with COR and will be determined at the COR's discretion.

C. Number & Size of Trees and Planting Beds

Number of Trees: approximately 706

Mulch Beds:

These are estimated square footage only:

Main Entrance: 1,221 sq ft

Public Information Center (PIC): 979 sq ft

Carillon Bell Tower: 800 sq ft

Columbaria: 7,082 sq ft

Administration Building: 1,128 sq ft

Total sq ft: 11,210

**1.3.9 Weeding (Tree Rings/Planting Beds)**

1.3.9.1 Weeds shall be hand pulled from April to October for a total of fourteen (14) iterations.

1.3.9.2 Weeding shall be required around all trees within the developed areas of the Cemetery.

1.3.9.3 Weeding shall also be required at other various locations within the Cemetery to include all planting beds; i.e. front of administration building, portions along the memorial walkway, entrance to section G3, Cemetery main entrance, Public Information Center (PIC), Carillon Bell Tower, Columbaria walls, Columbaria planting beds, committal shelters, etc. The COR will determine exact locations of areas needing weeding.

1.3.9.4 Work shall be coordinated and scheduled with COR and will be determined at the COR's discretion

### **1.3.10 Over-Seeding**

1.3.10.1 Work consists of seeding areas of the Cemetery where turf has been disturbed or has died. The entire turf area of the Cemetery will be assessed before determining the number of acres required to over-seed annually. Over seeding shall be determined in number of acres (1-20).

#### **1.3.10.2 MATERIALS:**

- A. All materials shall conform to those specified below, unless otherwise approved in writing by the Contracting Officer.
- B. Specified materials shall be applied in amounts and methods stipulated herein.
- C. Delivery tickets, indicating date, weight, analysis and vendor's name, etc., shall be submitted to the Cemetery Director or COR.
- D. Grass seed shall be a mixture of Kentucky bluegrass (60 %) and Perennial Ryegrass (40%). Kentucky bluegrass and Perennial Ryegrass will each be a blend of 2 or more cultivars.
- E. Only top quality, turf-type cultivars of grass seed that are adapted in Ohio and surrounding areas and as certified by the State Agronomy Testing Laboratory will be accepted. Any substitution of seed type, weight or application must be specifically approved, in writing, by the contracting officer. Weed seeds and inert matter not to exceed 0.25% of total (all percentages by weight). Seed shall be free of any noxious weeds. The Contractor shall be responsible for obtaining the required seed in sufficient time for application. The specified seed may require special ordering.

#### **1.3.10.3 PROCEDURES FOR OVER-SEEDING TURF:**

- A. Over-seeding of established turf shall occur in early September following core aeration or as directed by the COR.
- B. Seed shall be spread at the rate of 6 lbs. per 1,000 square feet (225 lbs. per acre. Seed shall be uniformly distributed by a hand broadcast spreader or other approved method by the COR.
- C. Work shall be coordinated and scheduled with COR and shall be determined at the COR's discretion

### **1.3.11 Soil Sample**

1.3.11.1 Soil samples shall be taken an estimated one time each year, or as requested by the COR. Four (4) samples, one from each of 4 cemetery sections, shall be taken as determined by

COR. Soil samples shall be collected in late July or early August. Samples shall be analyzed by a certified, commercial or university laboratory (e.g., Midwest Laboratories, A&L Great Lakes Laboratories, Michigan State University Soil and Plant Nutrient Laboratory) and shall include at least the basic soil test (organic Matter, phosphorus, potassium, magnesium, calcium, pH, cation exchange capacity).

1.3.11.2 Soil tests shall be performed at Contractor expense. Each sample shall consist of ten or more soil cores or subsamples of the top three inches of soil, following the directions of the laboratory for turf soil sampling. Thatch or other plant materials shall not be included with the soil. Soil test results must be provided to COR and Midwest District agronomist for review, planning, and filing purposes. Should the soil test results necessitate changing the application amount or rate, the contract shall be modified accordingly.

### 1.3.12 **Insecticide Application**

1.3.12.1 Grub control insecticide shall be uniformly applied to turf by a licensed commercial applicator between mid-June and mid-July. The maximum commercial label rate for the site of one the following insecticides shall be used:

- clothianidin (e.g., Arena)
- imidacloprid (e.g., Merit)
- thiamethoxam (e.g., Meridian)
- Chlorantraniliprole (e.g., Acelepryn) if applied in May or June

1.3.12.2 If a granular product is used, any deposited on impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application.

1.3.12.3 Insecticide shall be applied to 1 - 40 acres (16 ha) of the Cemetery. Number of acres and type of insecticide must be approved by the COR before application.

### 1.3.13 **Grounds Maintenance: Schedule for applications and work**

#### 1.3.13.1 MARCH

A. Leaf removal (depending on weather)/ or as directed by the COR.

#### 1.3.13.2 APRIL - MAY

- A. Pre-Emergent herbicide (Weed Control) - To be applied when soil temperature reaches 55 degrees Fahrenheit (13 degrees Celsius) or as directed by the COR.
- B. Fertilize – Late May or as directed by the COR
- C. Broadleaf herbicide – during dandelion bloom or as directed by the COR
- D. Tree Pruning, limbing-up, hedging, perimeter vegetation management or as directed by the COR

E. Leaf removal (final) or as directed by the COR

F. Mulch or as directed by the COR

G. Weeding or as directed by the COR

#### **1.3.13.3 JUNE**

A. Mulch (turn/cultivate) or as directed by the COR

B. 2<sup>nd</sup> Pre-Emergence herbicide application or as directed by the COR

C. Grub control insecticide application or as directed by the COR

D. Weeding or as directed by the COR

#### **1.3.13.4 JULY-AUGUST**

A. Tree Pruning, limbing, hedging, perimeter vegetation management or as directed by the COR

B. Grub control insecticide application or as directed by the COR

C. Weeding or as directed by the COR

D. Soil Testing or as directed by the COR

E. Mulch (turn/cultivate) or as directed by the COR

#### **1.3.13.5 SEPTEMBER – OCTOBER**

A. Fertilize (early September or as directed by the COR)

B. Overseed or as directed by the COR

C. Leaf removal or as directed by the COR

D. Broadleaf herbicide – As needed or as directed by the COR

E. Fertilize (to coincide with final mowing) or as directed by the COR

F. Tree Pruning, limbing, hedging, perimeter vegetation management or as directed by the COR

G. Weeding or as directed by the COR



## 1.3.13.6 NOVEMBER – DECEMBER

A. Leaf removal (depending on weather) or as directed by the COR

**1.3.14 Working Conditions.**

1.3.14.1 Work called for under this contract shall be performed primarily out-of-doors and personnel performing such work will be exposed to wind, sun, cold, dampness, snow, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all precautions necessary to protect personnel employed under the contract from the elements to the maximum practicable extent.

1.3.14.2 Due to the sensitive mission of the Cemetery, the work often requires contact with, and exposure to, grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.

**1.3.15 Hours of Operation.**

1.3.15.1 The Cemetery's regular hours of operation, as they relate to interment operations and performance of routine work under the contract, are 7:30 a.m. through 4:00 p.m., local time, Monday through Friday, excluding Federal Holidays, unless specified elsewhere in this Work Statement. Weekend and other work occurring outside of the normal hours of operations will only be upon written approval of the COR and without additional cost to the Government.

1.3.15.2 The Contractor shall perform site preparation for Memorial Day and Veterans Day. During the week of Memorial Day, all operations must be completed Thursday, prior to the holiday, by noon so work can be accomplished in preparation for the Memorial Day Holiday. During the week of Veterans Day, all operations must be completed by noon on the last workday before the holiday.

**1.3.15.3 HOLIDAYS AND WEEKENDS.**

A. Below is the federal holiday schedule:

January	New Year's Day Martin Luther King's Birthday	September October	Labor Day Columbus Day
February	President's Day	November	Veterans Day
May	Memorial Day		Thanksgiving Day
July	Fourth of July	December	Christmas Day

**1.3.16 Emergency Requests.**

1.3.16.1 The Contractor shall establish and maintain a point-of-contact to receive emergency notifications and after-hours requests from the COR. The point-of-contact or after- hours operation shall be available on a 24-hour basis during weekends, Federal Holidays and after the Contractor's normal hours of operation.

1.3.16.2 Emergency requests shall be responded to within 1 hour and corrective action taken as expeditiously as circumstances allow. An emergency request warrants more rapid than routine response in rendering the situation to a safe or secure condition.

**1.3.17 Site Work Coordination & Clean-Up.**

1.3.17.1 The Government may undertake or award other contracts for additional work at or near the site of work under contract. The Contractor shall fully cooperate with any other Contractors and Government personnel and shall carefully adopt and phase scheduling and performance of the, work, heeding any direction that may be provided by the COR(s).

1.3.17.2 The Contractor is responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site Contractors or employees, but rather will leave it to the COR(s) to resolve the issue.

1.3.17.3 At the end of each workday, unless otherwise specified by the COR(s) the Contractor shall remove all trash and debris resulting from work. At all times rubbish and trash generated by the Contractor shall be picked up and disposed of properly.

1.3.17.4 During the course of the contract, if the Contractor or his/her employee discovers a badly settled grave, he/she is required to bring it to the notice of the Cemetery Director or his/her representative.

1.3.17.5 All materials, equipment and debris, accrued from the performance of the contract shall be disposed of by the Contractor on a daily basis at the Contractor's expense.

**1.3.18 Contractor-furnished Items.**

1.3.18.1 The Contractor shall provide all supplies, tools, equipment, and materials to include lubricants and fuels to perform select lawn care services at Ohio Western Reserve National Cemetery.

1.3.18.2 Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor. Materials and supplies procured and stored by the Contractor shall be at the Contractor's risk.

1.3.18.3 The Contractor is responsible for the supply, maintenance, and repair of all Contractor furnished equipment.

1.3.18.4 If any equipment fails or breaks down during the scheduled workday, that equipment must be removed from the area immediately so as not to damage the turf.

1.3.18.5 The Contractor shall be responsible to ensure that equipment does not block access to any road or gravesite, during the performance of the contract.

1.3.18.6 The Contractor shall provide and maintain, at his expense, the necessary service lines from the Government outlets to the site of work.

1.3.18.7 The Contractor shall provide his/her own REFUSE FACILITIES. The Contractor shall be required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR(s).

**1.3.19 Government Furnished Items.**

1.3.19.1 Unless otherwise specified in the Schedule of Government-furnished Items, the Government will not provide equipment, supplies or materials to the Contractor, or otherwise augment or supplement Contractor-furnished materials in performance of this contract. The Contractor shall be responsible for maintaining, at his/her expense, all Government furnished items. This includes minor maintenance/repair and minor operating parts for the equipment.

**1.3.20 Storage.**

1.3.20.1 The Contractor shall not store fuel on Cemetery property. The Contractor shall provide to the Government all label information for stored materials and supplies on Cemetery property used in the performance of the contract. The Government will not be responsible for any costs, repairs, or replacement of Contractor(s) property that is damaged, stolen, or lost. No onsite storage areas will be provided for in this contract.

- A. The Government will furnish or make available to the Contractor a location within the Cemetery determined by the COR(s), for the Contractor's employee parking, storing only vehicles. The Government will not furnish a storage building at the Cemetery site for optional use by the Contractor to store supplies and equipment.

1.3.20.2 The Government will not provide office space or operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

1.3.20.3 Water is normally available at the Cemetery and will be furnished at no cost to the Contractor for work at the Cemetery (such as for spray applications). Water outlets for Contractor use will be designated by the COR(s). If Cemetery water is unavailable for some reason the Contractor shall provide water as needed for contract work at no additional expense to the Government.

**1.3.21 Schedule Of Government Furnished Items.**

1.3.21.1 NONE

**1.3.22 DAMAGES CAUSED BY CONTRACTOR.**

1.3.22.1 The Contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage

insurance having coverage for a limit as required by the laws of the State of Ohio. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

1.3.22.2 Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

1.3.22.3 In the event damages result to turf, structures, headstone, markers, monuments, irrigation sprinkler, trees, gravesites, curb, road, flower vases, facility structures, fences, disfigurement or damage to structure or property on or adjacent to this project, third parties, etc., due to neglect by the Contractor, repair, replacement and/or replacement costs of the damaged item will be required at no additional cost to the Government as directed by the COR.

### **1.3.23 SCHEDULE CHANGES AND DELAYS**

1.3.23.1 Changes in schedules, work assignments or delays of daily operation must not occur under any circumstances. Excessive delay or problems may result in actions for termination of the contract.

### **1.3.24 LABOR FORCE AND EQUIPMENT**

1.3.24.1 The Contractor shall be aware of the intensive labor and equipment requirements necessary to meet contract specifications, and shall determine needed resources accordingly. Communication with the COR is strongly encouraged. Inclement weather is not an excuse for not meeting specifications. The Contractor shall be expected to use any additional resources necessary to meet or return to specified work requirements and time frames - after an event such as Memorial Day (when Cemetery provided flags are set in front of each grave). In addition, the Contractor shall use small units and/or walk-behind, manual application methods when making turf applications in any Specialty Area - so that damage to Government property does not occur. Similar judgment in equipment selection shall also be used in General Areas. Equipment selection shall be approved by the COR.

### **1.3.25 FOR NON-PERFORMED OR UNSATISFACTORY WORK, THE GOVERNMENT**

1.3.25.1 In the case of non-performed work, the Government:

- A. May, at its option, afford the Contractor an opportunity to perform the non-performed work, at no additional cost to the Government, within a reasonable period subject to the discretion of the COR, but in no event longer than the next workday.
- B. May, at its option, perform the services by Government personnel or other means.

1.3.25.2 In the case of unsatisfactory work, the Government:

- A. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices contained in the Schedule or provided by other provisions of the contract; unless the Contractor is afforded an opportunity to re-perform pursuant to 2, below, and satisfactorily completes the work;
- B. May, at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work, at no additional cost to the Government, within a reasonable period, subject to the discretion of the COR, but in no event longer than the next workday;
- C. May, at its option, perform the services by Government personnel or other means.

### **1.3.26 Standards of Contractor Personnel Conduct.**

1.3.26.1 Contractor personnel shall be required to adhere to the following standards of dress, conduct, supervision, and training, while performing work in the Cemetery. It shall be at the discretion of the COR(s) to initiate immediate removal of Contractor personnel from the Cemetery grounds if these standards are not adhered to during performance of the contract.

1.3.26.2 The Contractor shall be responsible for maintaining satisfactory standards of conduct, work performance and shall administer disciplinary action as required. Contractor shall remove his/her employees for cause to include, but not limited to: misconduct in performance of duty relating to performance of the contract that are contrary to the best interests of the Government.

- A. All personnel working on Cemetery property are required to maintain a respectable personal appearance and conduct themselves in a respectable manner. Shorts and tank tops shirts with cut off sleeves are not allowed. All Contractor employees must be fully clothed at all times. Employees should wear long pants, steel-toed boots, and undershirts or uniform shirts to include an upper garment to cover the body from the waist to neck and long pants or slacks. Garments which have a message, slogan or printing of any kind other than the Contractor's business attire are prohibited.
- B. Contractor's employees shall wear all required safety equipment such as goggles or face shield, hearing protection, hard hats, respirators, if required. Contractor shall be responsible for training and safety precautions, prescribed by OSHA standards regarding safety equipment and devices.
- C. The Contractor shall observe all traffic, parking, directional signs and regulations when using the Cemetery's roadways. Contractors shall park only on Cemetery roads. No heavy-duty vehicles or tractors shall be permitted to drive on turf without prior permission from the COR.
- D. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs, facilities used by Contractor's employees.
- E. Their work areas must be kept clean and tools collected and removed from all gravesites by the end of each workday.

- F. Not engage in loud or boisterous behavior or use profane' abusive or otherwise inappropriate language, nor play radios and/or video or other electronic games/devices while performing work on site.
- G. Consumption of food and beverages only within areas designated by the COR (s). Intoxication, violence, weapons or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. **Use or sale of intoxicating beverages and/or drugs is strictly prohibited.** The Contractor personnel shall follow the Cemetery Smoking Policy that is available at the Cemetery's Administration Building.
- H. Not lean, sit, stand on or against headstones or monuments. No tools or other items shall be placed on or leaned against headstones or monuments.
- I. Not operate motorized equipment within 92m (300') of ongoing interment services or other committal committal/public services.
- J. Not sleep or otherwise lay, rest or be idle in a manner that reflects unfavorably on the Government or the Contractor.
- K. Shall not perform work of any nature on privately-owned vehicles/equipment, within the Cemetery's confines, to include the washing of vehicles/equipment.
- L. Questions from Cemetery visitors shall be politely referred or directed to Cemetery personnel.

### **1.3.27 Conversion of Specification to Metric.**

1.3.27.1 The units of measure contained in this contract are expressed in "Soft Metric." Soft Metric refers to the unit of measure being expressed in both metric and English/U.S. Standard. The following are units of metric measure used in this contract and their respective English/U.S. Standard unit of measure:

<b>METRIC MEASUREMENT</b>	<b>ENGLISH / U.S. STANDARD</b>
Centimeter (cm)	Inch
Meter (m)	Feet
Meter <sup>2</sup> (m <sup>2</sup> )	Square Feet
Kilometer (km)	Mile
Kilogram (kg)	Pound
Hectares (ha)	Acre
Pascal (pa)	Pounds per Square Inch (PSI)

### **1.3.28 Definitions.**

1.3.28.1 The following terms apply throughout this contract.

- A. BROADLEAF WEED. Any above-ground plant and its root system, other than any species of grass or other monocot - and other than any deliberately planted woody ornamental, groundcover, herbaceous perennial or flowering annual.
- B. CORE OF SOIL. A solid tube of soil - excluding thatch and/or turf - not less than two inches (5.08 cm) in length and approximately one half inch (1.27 cm) in width.
- C. DETERMINATIONS OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR). Judgments and/or decisions from the COR, or his or her representatives - which include the Cemetery staff of OWRNC. These shall be adhered to by the Contractor - unless such judgments and/or directions are not within the scope of work or go beyond the specified requirements. The Contracting Officer will be notified by the COR and or Contractor if such a conflict occurs.
- D. GROUND AND BOUNDARIES. All Cemetery land (including turf, walks, beds, planter beds, drainage ditches, roads, and plazas).
- E. LEAVES. All fallen broad and narrow leaves, including conifer needles (e.g., pine, spruce, cedar and fir). This includes such material fallen into the gutters of all buildings.
- F. RECORDS. On not less than a weekly basis, the Contractor shall meet with the COR and provide a report of all services provided under this contract – including written lists identifying all sections and areas cleaned of leaves, trash and debris, and any other services specified as required.
- G. SAFETY, SAFE, AND/OR SAFE APPLICATION. Matters related to safety, and any actions of the Contractor, must meet the requirements of Ohio Western Reserve's National Cemetery's Safety Manager - which in turn are the requirements of the Cemetery and/or OSHA, and the State of Ohio. It is incumbent upon the Contractor to be familiar with these requirements. "Safe Application" involves any and all actions initiated and/or completed by the Contractor necessary in the performance of the specified work - in a manner that safeguards all Ohio Western Reserve's National Cemetery's (OWRNC) visitors, employees, and natural resources. It is all actions initiated and/or completed by the Contractor that meet OSHA and State of Ohio's legal requirements, Right-to-Know laws, EPA guidelines, and otherwise follows the OWRNC's pre-cautions stated within this contract. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Manager of OWRNC. Contractor accepts all liability for his or her actions, equipment, and/or labor that result in damage to property, injury, or death.
- H. SITE MANAGER. An employee provided by the Contractor to be available whenever work is being performed. Site manager will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and committal services, and ensure employees are adequately supervised and proper conduct is maintained. Also whenever on Cemetery premises, site manager will be the primary reporting official to the COR.

SUPPLIES AND MATERIALS PROVIDED BY CONTRACTOR. Everything needed in meeting this contract's specifications, except water is available for Contractor use at the Cemetery.

- I. TOPSOIL. A clean sandy loam soil with 3 to 5 percent organic content - as verified by the Contractor through analysis by a licensed soil testing laboratory. It shall be free of sticks, stones and other foreign material.
- J. TRASH AND DEBRIS. Any item, material, or foreign object not permanently attached to or planted within the grounds and boundaries. Items include - but are not limited to - fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic item, plus loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Also included is the material found within the trash receptacles located on the grounds.
- K. TURF. All plants - regardless of species - growing on the established grounds and within the boundaries of OWRNC. Exceptions: Trees and shrubs, any species of plant growing within tree basins, flower and shrub beds and planters, and any species of plant growing out of walks, roads, plazas, curbs or other structures.
- L. TURFGRASS SEED. A mixture of 40% Kentucky bluegrass and 60% perennial ryegrass, with each of those two species composed of a minimum of two state certified, locally adapted cultivars.
- M. PRUNING. The removal of dead, dying, diseased, interfering, objectionable and weak tree branches.



## B.3 DIGNITY CLAUSE

### **Respect for Headstones and Markers in National Cemeteries**

#### Handling of Markers and Headstones

1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
  - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
  - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
  - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.
  - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
  - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the

contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.

2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
3. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

## **B.4 STANDARDS OF EMPLOYEE CONDUCT**

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 5901.

Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.

Behavior and language must be appropriate, reverent, and respectful at all times.

Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.

Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.

Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.

## **OPERATIONS DURING CEMETERY FUNCTIONS**

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within a designated area during interment services. The COR will identify the designated area. The COR or his/her representative will furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

## **CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS**

The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public

property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, will not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there-from. The Contractor shall maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the state of Kentucky, and in accordance with FAR 52.228-5. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

**Damage to Government property** The Contractor shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to repair/replacement/installation.

The Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day, as needed, to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals shall be used at any time on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.

At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at work site to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it will be provided by the COR(s). The Contractor shall be responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather shall leave it to the COR(s) to resolve the issue.

The Contractor (including his or her employees, subcontractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the Government.

### **SAFETY**

Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of the COR, Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Camp Nelson National Cemetery.

### **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

### **RESTORATION**

Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, will be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

The Contractor shall be responsible for restoration and the Contractor shall bear all costs associated with restoration. Any such restoration to service and repair as a result of damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to restoration.

### **DISPOSAL OF WASTE**

The Contractor shall not dispose of any waste materials at any location on the cemetery premises. All waste materials shall be removed from cemetery property and disposed of in full accordance with local and state requirements.

**CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES:**

(a) In the case of unperformed work, the Government:

(i) May, at its option, afford the contractor an opportunity to perform the unperformed work, at no additional cost to the Government. This performance must take place within a reasonable period subject to the discretion of the COR, but in no event longer than the next workday.

(ii) May, at its option, perform the services by Government personnel or other means.

(b) In the case of unsatisfactory work that was not resolved, the Government:

(i) Will deduct from the contractor's invoice all amounts associated with such unsatisfactory work at the prices contained in the Schedule or provided by other provisions of the contract; unless the contractor is afforded an opportunity to re-perform the work as outlined in the next paragraph, and satisfactorily completes the work;

(ii) May, at its option, afford the contractor the opportunity to re-perform the unsatisfactory work, at no additional cost to the Government, within a reasonable period, subject to the discretion of the COR, but in no event longer than the next workday;

(iii) May, at its option, perform the services by Government personnel or other means.

**(c) Contract Discrepancy Report (CDR)**

(i) For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor. The criticality of the offense(s) will govern whether to issue the CDR immediately or at the end of the monthly invoicing period.

(ii) The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future.

(iii) If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible.

(iv) The contractor shall be held to the full performance of the contract. The COR will not approve the payment of invoices for items which were not completed in compliance with the specifications outlined in this Statement of Work.

(v) When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".

(vi) The COR will consult the Contracting Officer prior to submission of CDRs and also include the Contracting Officer on all correspondence pertaining to the CDR until the discrepancy is resolved

(vii) If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

## **SECTION C - CONTRACT CLAUSES**

### **C.1 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)**

#### **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

### **C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—



(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

*(u) Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.232-17	INTEREST	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.247-34	F.O.B. DESTINATION	NOV 1991
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

(End of Addendum to 52.212-4)

### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

## **C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$20,000;

(2) Any order for a combination of items in excess of \$60,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **C.6 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after MARCH 31, 2018.

(End of Clause)

#### **C.7 52.217-8 OPTION EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract's expiration.

(End of Clause)

#### **C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TWO (2) YEARS AND SIX (6) MONTHS.

(End of Clause)

#### **C.9 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

<b>Material (If none, insert "None")</b>	<b>Identification No.</b>

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)



## **C.10 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**

(a) *Definitions.* As used in this clause—

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of Clause)

## **C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## C.12 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## C.13 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)

(a) *Definitions.* As used in this clause—

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782.  
Or via the internet at <http://www.fms.treas.gov/c570/>.  
(End of Clause)

**C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(APR 1984)**

Funds are not presently available for performance under this contract beyond SEPTEMBER 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond SEPTEMBER 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**C.15 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)**

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

### **C.16 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### **C.17 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

## **C.18 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.19 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **C.20 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)**

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

## **C.21 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.22 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of OHIO. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.23 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).



(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☒ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

[] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR  
ATTACHMENTS**

ATTACHMENT A WAGE DETERMINATION

ATTACHMENT B CONTRACT DISCREPANCY REPORT

ATTACHMENT C PAST PERFORMANCE QUESTIONNAIRE

**ATTACHMENT A - SERVICE ACT WAGE DETERMINATION**

The DOL Wage Determination for this solicitation and any contract awarded is available at <http://www.wdol.gov>. Please note the listing below is not an all-inclusive wage determination of each area of performance and construction type for this locality. It is the contractor's responsibility to obtain and evaluate each wage determination for individual localities in order to be in compliance with the Service Act.

WD 05-2415 (Rev.-15) was first posted on [www.wdol.gov](http://www.wdol.gov) on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2415  
Revision No.: 15  
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.90
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		21.22
01040 - Court Reporter		16.99
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		15.43
01060 - Dispatcher, Motor Vehicle		20.76
01070 - Document Preparation Clerk		13.72
01090 - Duplicating Machine Operator		13.72
01111 - General Clerk I		13.46
01112 - General Clerk II		14.87
01113 - General Clerk III		16.65
01120 - Housing Referral Assistant		19.31
01141 - Messenger Courier		11.13
01191 - Order Clerk I		13.18
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		16.00
01262 - Personnel Assistant (Employment) II		17.89
01263 - Personnel Assistant (Employment) III		19.95
01270 - Production Control Clerk		18.96



01280 - Receptionist	13.97
01290 - Rental Clerk	15.48
01300 - Scheduler, Maintenance	14.72
01311 - Secretary I	14.72
01312 - Secretary II	17.05
01313 - Secretary III	18.69
01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	21.22
01420 - Survey Worker	15.10
01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.52
01611 - Word Processor I	14.47
01612 - Word Processor II	16.25
01613 - Word Processor III	18.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.33
05010 - Automotive Electrician	19.67
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	10.72
07042 - Cook II	12.08
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.34
07260 - Waiter/Waitress	9.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.60
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	20.60
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.78
11060 - Elevator Operator	11.78
11090 - Gardener	14.19
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.32
11240 - Maid or Houseman	9.56
11260 - Pruner	11.52
11270 - Tractor Operator	12.65
11330 - Trail Maintenance Worker	11.32
11360 - Window Cleaner	12.73
12000 - Health Occupations	
12010 - Ambulance Driver	15.99
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	23.89
12015 - Certified Physical Therapist Assistant	23.10
12020 - Dental Assistant	15.34
12025 - Dental Hygienist	33.67
12030 - EKG Technician	22.15
12035 - Electroneurodiagnostic Technologist	25.64

12040 - Emergency Medical Technician	15.99
12071 - Licensed Practical Nurse I	17.51
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.84
12100 - Medical Assistant	13.82
12130 - Medical Laboratory Technician	18.30
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.13
12195 - Medical Transcriptionist	14.86
12210 - Nuclear Medicine Technologist	31.29
12221 - Nursing Assistant I	9.81
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	12.04
12224 - Nursing Assistant IV	13.51
12235 - Optical Dispenser	16.65
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	14.65
12280 - Phlebotomist	13.71
12305 - Radiologic Technologist	25.11
12311 - Registered Nurse I	22.85
12312 - Registered Nurse II	27.71
12313 - Registered Nurse II, Specialist	27.71
12314 - Registered Nurse III	33.52
12315 - Registered Nurse III, Anesthetist	33.52
12316 - Registered Nurse IV	40.18
12317 - Scheduler (Drug and Alcohol Testing)	22.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.58
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	28.55
13041 - Illustrator I	20.35
13042 - Illustrator II	25.21
13043 - Illustrator III	30.83
13047 - Librarian	29.41
13050 - Library Aide/Clerk	13.28
13054 - Library Information Technology Systems Administrator	22.30
13058 - Library Technician	17.17
13061 - Media Specialist I	16.09
13062 - Media Specialist II	18.01
13063 - Media Specialist III	20.07
13071 - Photographer I	15.90
13072 - Photographer II	18.01
13073 - Photographer III	22.30
13074 - Photographer IV	26.94
13075 - Photographer V	32.59
13110 - Video Teleconference Technician	17.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.12
14042 - Computer Operator II	16.92
14043 - Computer Operator III	18.89
14044 - Computer Operator IV	22.64
14045 - Computer Operator V	25.06
14071 - Computer Programmer I	22.13
14072 - Computer Programmer II	27.20
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.12
14160 - Personal Computer Support Technician	22.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.53
15020 - Aircrew Training Devices Instructor (Rated)	35.35
15030 - Air Crew Training Devices Instructor (Pilot)	41.38
15050 - Computer Based Training Specialist / Instructor	30.23

15060 - Educational Technologist	29.57
15070 - Flight Instructor (Pilot)	41.38
15080 - Graphic Artist	22.54
15090 - Technical Instructor	19.91
15095 - Technical Instructor/Course Developer	24.36
15110 - Test Proctor	16.98
15120 - Tutor	16.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.28
16030 - Counter Attendant	9.28
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.28
16090 - Presser, Hand	9.28
16110 - Presser, Machine, Drycleaning	9.28
16130 - Presser, Machine, Shirts	9.28
16160 - Presser, Machine, Wearing Apparel, Laundry	9.28
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.09
16250 - Washer, Machine	10.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.02
19040 - Tool And Die Maker	26.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.71
21030 - Material Coordinator	18.96
21040 - Material Expediter	18.96
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.69
21080 - Production Line Worker (Food Processing)	16.71
21110 - Shipping Packer	16.72
21130 - Shipping/Receiving Clerk	16.72
21140 - Store Worker I	14.39
21150 - Stock Clerk	18.87
21210 - Tools And Parts Attendant	16.71
21410 - Warehouse Specialist	16.71
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.00
23021 - Aircraft Mechanic I	22.86
23022 - Aircraft Mechanic II	24.00
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	18.55
23050 - Aircraft, Painter	22.10
23060 - Aircraft Servicer	20.32
23080 - Aircraft Worker	21.27
23110 - Appliance Mechanic	20.40
23120 - Bicycle Repairer	15.89
23125 - Cable Splicer	24.13
23130 - Carpenter, Maintenance	22.39
23140 - Carpet Layer	21.36
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	20.25
23182 - Electronics Technician Maintenance II	21.21
23183 - Electronics Technician Maintenance III	26.65
23260 - Fabric Worker	18.97
23290 - Fire Alarm System Mechanic	21.77
23310 - Fire Extinguisher Repairer	17.84
23311 - Fuel Distribution System Mechanic	27.55
23312 - Fuel Distribution System Operator	22.57
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	22.86
23381 - Ground Support Equipment Servicer	20.32
23382 - Ground Support Equipment Worker	21.27
23391 - Gunsmith I	17.84
23392 - Gunsmith II	20.09
23393 - Gunsmith III	21.77
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.68

23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.50
23430 - Heavy Equipment Mechanic	20.38
23440 - Heavy Equipment Operator	23.85
23460 - Instrument Mechanic	23.32
23465 - Laboratory/Shelter Mechanic	21.04
23470 - Laborer	13.23
23510 - Locksmith	20.60
23530 - Machinery Maintenance Mechanic	22.73
23550 - Machinist, Maintenance	21.77
23580 - Maintenance Trades Helper	16.05
23591 - Metrology Technician I	25.65
23592 - Metrology Technician II	26.67
23593 - Metrology Technician III	27.59
23640 - Millwright	28.82
23710 - Office Appliance Repairer	21.04
23760 - Painter, Maintenance	21.74
23790 - Pipefitter, Maintenance	26.96
23810 - Plumber, Maintenance	23.66
23820 - Pneudraulic Systems Mechanic	21.77
23850 - Rigger	21.78
23870 - Scale Mechanic	20.09
23890 - Sheet-Metal Worker, Maintenance	23.09
23910 - Small Engine Mechanic	19.82
23931 - Telecommunications Mechanic I	24.70
23932 - Telecommunications Mechanic II	25.58
23950 - Telephone Lineman	20.83
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	21.30
23970 - Woodcraft Worker	21.77
23980 - Woodworker	16.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.25
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	9.43
24620 - Family Readiness And Support Services Coordinator	12.91
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.57
25040 - Sewage Plant Operator	21.29
25070 - Stationary Engineer	23.57
25190 - Ventilation Equipment Tender	18.06
25210 - Water Treatment Plant Operator	21.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.15
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	21.73
27010 - Court Security Officer	23.11
27030 - Detection Dog Handler	16.31
27040 - Detention Officer	21.73
27070 - Firefighter	22.60
27101 - Guard I	11.28
27102 - Guard II	16.31
27131 - Police Officer I	25.03
27132 - Police Officer II	27.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.12
28042 - Carnival Equipment Repairer	11.63
28043 - Carnival Equipment Worker	9.17
28210 - Gate Attendant/Gate Tender	13.17
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.75
28515 - Recreation Specialist	16.98
28630 - Sports Official	11.73
28690 - Swimming Pool Operator	18.62

29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.04
29020 - Hatch Tender	21.04
29030 - Line Handler	21.04
29041 - Stevedore I	19.85
29042 - Stevedore II	21.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.19
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.25
30021 - Archeological Technician I	15.04
30022 - Archeological Technician II	15.03
30023 - Archeological Technician III	20.85
30030 - Cartographic Technician	25.34
30040 - Civil Engineering Technician	21.36
30061 - Drafter/CAD Operator I	18.14
30062 - Drafter/CAD Operator II	20.46
30063 - Drafter/CAD Operator III	22.81
30064 - Drafter/CAD Operator IV	28.07
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.75
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	25.99
30085 - Engineering Technician V	31.78
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	23.34
30210 - Laboratory Technician	22.81
30240 - Mathematical Technician	25.32
30361 - Paralegal/Legal Assistant I	18.72
30362 - Paralegal/Legal Assistant II	23.34
30363 - Paralegal/Legal Assistant III	30.33
30364 - Paralegal/Legal Assistant IV	36.70
30390 - Photo-Optics Technician	25.34
30461 - Technical Writer I	25.12
30462 - Technical Writer II	29.25
30463 - Technical Writer III	30.20
30491 - Unexploded Ordnance (UXO) Technician I	23.64
30492 - Unexploded Ordnance (UXO) Technician II	28.60
30493 - Unexploded Ordnance (UXO) Technician III	34.28
30494 - Unexploded (UXO) Safety Escort	23.64
30495 - Unexploded (UXO) Sweep Personnel	23.64
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.15
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.42
31043 - Driver Courier	15.37
31260 - Parking and Lot Attendant	8.74
31290 - Shuttle Bus Driver	16.42
31310 - Taxi Driver	10.32
31361 - Truckdriver, Light	16.42
31362 - Truckdriver, Medium	19.05
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99030 - Cashier	10.67
99050 - Desk Clerk	11.14
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	11.54
99252 - Laboratory Animal Caretaker II	12.33
99310 - Mortician	33.31
99410 - Pest Controller	14.95
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	16.63
99711 - Recycling Specialist	18.60
99730 - Refuse Collector	15.22

99810 - Sales Clerk	12.24
99820 - School Crossing Guard	10.99
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	11.56
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	13.42
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	13.42

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage

rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.



When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ATTACHMENT B - CONTRACT DISCREPANCY REPORT**

<b>CONTRACT DISCREPANCY REPORT</b>				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
<b>5. Dates</b>				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
<b>13. Close Out</b>				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

## ATTACHMENT C – PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION: VA786-16-R-0029

<b>INSTRUCTIONS:</b> -Offeror to complete boxes 1 through 7 before sending to past customer. -Boxes 8 through 10 to be completed by past customer of Offeror and returned to: <a href="mailto:kenneth.dougherty@va.gov">kenneth.dougherty@va.gov</a> no later than the date provided by the solicitation. <b>NOTE:</b> It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.		
1. Contractor Name, Address, Point of Contact:	2. Contract Number:	3. Contract Type:
1a. Name:	4. Contract Value (Current plus any unexercised Options) : \$	5. Period of Performance
1b. Address:	6. Customer Name:	5a. From:
1c. Point of Contact & Contact Information:	6a. Customer Point of Contact Information (email):	5b. To:
7. DESCRIPTION OF REQUIREMENT:		
8. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See Rating Guidelines on second page for rating descriptions.		
8a. QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
8b. PROBLEM RESOLUTION	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
8c. COST CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
8d. TIMELINESS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
8e. BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
8f. CUSTOMER SERVICE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
9. OVERALL RATING:		
10. PRINTED NAME AND SIGNATURE OF EVALUATOR:		10a. EVALUATION DATE:

## RATING GUIDELINES

## QUALITY OF PRODUCT OR SERVICES

- 1 *Unsatisfactory*  
Nonconformance jeopardizes the achievement of contract goals: default.
- 2 *Poor*  
Nonconformance requires major agency intervention to ensure achievement of contract goals: show cause or cure notices

- 3 *Fair*  
Quality meets specifications in most cases, however, some agency intervention required to ensure achievement of contract requirements.
- 4 *Good*  
Quality meets specification in all cases.
- 5 *Excellent*  
Quality exceeds specifications in some cases.

## PROBLEM RESOLUTION

- 1 *Unsatisfactory*  
Inadequately resolved problems jeopardize contract goals.
- 2 *Poor*  
Significant agency intervention required to resolve problems jeopardizing contract goals.
- 3 *Fair*  
Some agency intervention required to resolve problems jeopardizing contract goals.
- 4 *Good*  
Successfully overcomes or resolves all problems and achieves contract goals with minimal agency intervention.
- 5 *Excellent*  
Anticipates and avoids most problems and successfully overcomes all unforeseen problems.

## COST CONTROL

- 1 *Unsatisfactory*  
Cost increases jeopardize achievement of contract goals; or billings routinely include unallowable costs.
- 2 *Poor*  
Significant cost increases; or some inaccurate billings including some with unallowable costs.
- 3 *Fair*  
Minor cost increases; or some inaccurate billings, but a minimal (1-2) number of unallowable cost.
- 4 *Good*  
Contractor performed within cost; but some late billings, none with unallowable costs.
- 5 *Excellent*  
Costs were less than the amount cited in the contract; and billings accurate and timely.

## TIMELINESS OF PERFORMANCE

- 1 *Unsatisfactory*  
Delays jeopardize the achievement of contract goals.
- 2 *Poor*  
Significant delays.
- 3 *Fair*  
Minor delays.
- 4 *Good*  
All deliverables on time.
- 5 *Excellent*

## BUSINESS RELATION

- 1 *Unsatisfactory*  
Unethical or illegal business practices
- 2 *Poor*  
Business practices are not attuned to customer support
- 3 *Fair*  
Business practices are somewhat attuned to customer support.
- 4 *Good*  
Business practices focus on customer support.
- 5 *Excellent*  
Highly effective, proactive business practices focused on customer support.

## CUSTOMER SERVICE

- 1 *Unsatisfactory*  
Response to service requests is routinely late, ineffective or rude; customers express frustration or anger about many interactions; complaints are unresolved; contractor seems unaware of service issues.
- 2 *Poor*  
Response to service requests is often late, ineffective or rude; some complaints are resolved.
- 3 *Fair*  
Response to service requests is uneven in timing or effectiveness; customer interactions are tenuous; contractor is trying hard and understands services issues.
- 4 *Good*  
Response to service requests is timely, effective and courteous; customers express positive feedback; delivery of service is smooth and organized; collects customer feedback; customer problems are resolved well.
- 5 *Excellent*  
Response to service requests is timely, effective and courteous; the contractor is proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using customer feedback.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain

the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS



Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

**E.2 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)**

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

**E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

(End of Addendum to 52.212-1)

#### **E.5 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

#### **E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

#### **E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.8 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

## **E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## **E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Listed in ascending order of importance: Non Price Factors

(1) Past Performance; (2) Technical Qualifications; and (3) Price.

Technical and past performance, when combined, are approximately equal to price..

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **Addendum to FAR 52.212-2**

#### **Evaluation Process:**

Source selection using best value source selection procedures for best value tradeoff process. This is a competitive Request for Proposal (RFP) that represents the best value to the Government conducted under FAR Part 15.101-1. Award will be made on the basis of proposals meeting or exceeding the evaluation standards for non-cost factors and price.

Proposals will be evaluated based on the following factors, listed as shown below in ascending order of importance:

1. Past Performance
2. Technical Evaluation
3. Price

**Evaluation Factors other than cost or price, when combined, are approximately equal to important than price.**

### **FACTOR 1 PAST PERFORMANCE**

**Past Performance:** The Government shall evaluate the offeror's reputation for quality and past performance. By quality and past performance the Government means the offeror's reputation for conforming to specifications and to standards of good workmanship; the offeror's reputation for adherence to contract schedules, including both technical and administrative aspects of performance (see Attachment C).

Complete Past Performance Questionnaires (PPQs): The Government will accept no more than five PPQs (Included as Attachment C to the RFP). The offer shall distribute the PPQ found in the RFP to the POC for each of the past performance references found in the above mentioned narrative. The Government will accept a maximum of five completed PPQs; i.e., only one completed PPQ per reference. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO via email to [kenneth.dougherty@va.gov](mailto:kenneth.dougherty@va.gov) no later than the closing date specified on the SF 1449, Block 8 (inclusive of any closing date extensions granted via amendment).

In addition to the past performance questionnaires, the Government shall also evaluate quality/past performance on the basis of information that may be obtained from the offeror, such as previous commercial and Government contracts for same or similar work that has been performed in the last five years. This information should be organized in the following format:

#### **1) Section 1 - Contract Descriptions**

- a. Offeror/subcontractor place of performance, Commercial and Government Entity (CAGE) Code, Data Universal Numbering System (DUNS) number, and North American Industry Classification system (NAICS) number. Identify if the work was performed as a subcontractor, also provide the name of the prime contractor and point

- of contact (POC) within the prime contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b. Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c. Contract number;
- d. Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- e. Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- f. Awarded price/cost;
- g. Final or projected final price/cost;
- h. Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan; and
- i. Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan.

## **2) Section 2 – Performance**

Offerors shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this RFP (e.g., similar size, scope, and complexity.) For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

## **3) Section 3 – Subcontracts**

Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors, if applicable. The information provided for the prime offeror and each proposed major subcontractor shall include the entire company name, company address, CAGE code, DUNS number, socioeconomic status, and type of work to be performed by citing the applicable Government PWS section number.

## **4) Section 4 - New Corporate Entities**

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the offeror shall discuss

in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

The Government may also use any relevant information in its possession or in the public domain, including information available in the Government databases, Contractor Performance System (CPS), Experian, and the Past Performance Information Retrieval System (PPIRS).

If the offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

## **FACTOR 2 TECHNICAL QUALIFICATIONS**

**Technical Qualifications:** Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government's requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors listed in ascending order of importance:

**Sub-factor 1:** Qualification of Technical personnel (training, experience, resumes, certifications, etc.) who will be executing the services under the contract.

**Sub-factor 2:** Managerial Qualifications of Key Personnel of those who will oversee the planning and performance of this contract. Include information on key personnel with relevant experience, resumes, credentials, etc.

**Sub-factor 3:** Sufficient Personnel/Equipment (list): to include proposed man hours, work schedules, methodology, list of equipment/vehicles to be used, licenses, permits and insurance information, etc.,.

**Sub-factor 4:** Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery; i.e., performance schedule, frequency, etc.) List identifiable risks with performance and plans to mitigate these risks. Identification of any sub-contractors(s) used in performance of the contract to include the percentage of the work they will be performing under this contract. The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

## **FACTOR 3 PRICE**

### **Price:**

The Government will evaluate offers by adding the total of all line item prices. Price analysis will be conducted to determine a fair and reasonable price. Additionally, a price realism analysis will be conducted for the purpose of assessing whether an offer reflects understanding of contract requirements, risk inherent, or if the proposal is unbalanced. Price may be compared against the Independent Government Estimate (IGE) or against the average mean to determine too low or



too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

Offerors submitting price proposals in response to this solicitation do so with the complete and full understanding that the Government reserves the right to publically announce the total contract award amount.

**The proposal package should contain the following:**

The following items shall be addressed and submitted in **four (4)** separate files:

**VOLUME I.A:** Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;

**VOLUME I.B:** A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel's names, etc.,.

**VOLUME II:** Price Proposal for all items in the schedule;

**VOLUME III:** SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

**Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable and removed from further consideration.**

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	<b>Redacted</b> Technical/Management Approach, Required Cert., Licenses, Resumes <b>no logos, names</b>	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract.

## **E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____



\_\_\_\_\_  
 [List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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Immediate owner legal name:

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*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)